IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

HIGH COURT CIVIL SUIT NO. 1 OF 2005
IN OLR NO. 38 OF 2003

(Ramgiri Apartment Owners Associations and others Vs. M/s. Orange City Builders Private Limited and others)

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's Orders.	Court's or Judge's orders.

Mr. A.B. Patil, Counsel for the plaintiffs.
Mr. C.B. Dharmadhikari, Counsel for defendant nos. 2 to 5.
Mr. Deepak Persoya, Official Liquidator with Mr. Uday Khomane, Deputy Official Liquidator.

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CORAM : ANIL L. PANSARE, J.
MARCH 7, 2025

Further cross-examination by Mr. A.B. Patil, Counsel for the plaintiffs

Mr. A.B. Patil, learned Counsel for the plaintiffs, has shown to the witness certified copy of application filed in Company Petition No. 7/1995.

2] The application now shown to me bears my signature and that of the signatures of defendant nos. 2, 4 and 5. I do not remember the contents of the application. The application is taken on record and marked **Exh. HC-5**. I do not remember whether this application was decided by the Court on 14/6/2002.

3] Certified copy of order dated 14/6/2002 is now shown to the witness.

4] I do not remember whether the aforesaid order was passed on 14/6/2002. Certified copy of order is taken on record and marked **Exh. HC-6**.

5] I do not remember whether after 14/6/2002, I had filed on record any document to show

whether defendant nos. 1 and 6 have handed over possession of the suit property to us.

6] Correct to say that in terms of agreement of the year 1987 executed with defendant no.1 – Company, we had accepted certain payment from the Company and handed over possession of the suit property to defendant no.1 – Company. Correct to say that after handing over possession, defendant no.1 – Company had made construction up to plinth level over the suit plot. I do not know whether in the year 1989, defendant no.1 – Company had entered into agreement with the plaintiffs and given possession of the suit property to them with rights to carry on further construction.

7] Not correct to say that in the agreement of the year 1987, we had given rights of assignment to defendant no.1 – Company. Not correct to say that I have falsely stated that we are in possession of the suit property. Not correct to say that I have falsely deposed that the plaintiffs are not in possession of the suit property. Not correct to say that I am deposing false before the Court.

8] At the request of the Official Liquidator, further cross-examination by defendant nos. 1 and 6 is deferred to 13/3/2025 end of board.

(JUDGE)

Sumit